Attachment 1

ORIGINAL RETAIN FOR RECORDS



ED&FMANSUGARINC.

CANE INTERNATIONAL CORP. LTD. -B.V.I. ABBOTT BUILDING - 2ND FLOOR ROAD TOWN TORTOLA. BVI

Monday, January 07, 2008

Purchase Contract No. P01688.000

We confirm having purchased from you on the Monday, January 07, 2008, as follows:

Quantity:

24,076.89 (twenty four thousand and seventy six point eight nine) Metric Tons

minimum/maximum,

Quality:

US Quota raw sugar of fair average quality to be eligible for entry during quota year

2007/2008 with: Polarisation: Minimum 98.5 degrees/maximum 99.4 degrees

Origin:

Brazil

Packing:

In Bulk

Price:

By Against Actuals (AA) against New York Sugar No. 14 MAR 08 Futures Contract less a discount of US Cents 4.60 (four point six zero) per lb to give a final price basis Free on Board Stowed, Recife and or Maceio, BRAZIL, SOUTH AMERICA

Payment:

Cash against presentation of original shipping documents.

Period:

January 2008 Shipment

Destination:

BALTIMORE, MARYLAND, USA

Weight, Quality, Weight, quality, quantity and packing to be final at time of out-turn

Quantity & Packing:

Polarisation shall be final at discharge port. Polarisation premiums shall be calculated on results at discharge port with settlement of degree above 96.00

degrees polarisation as follows:

For every full degree above 96.00 degrees to and including 97.00 degrees, add

0.50% (zero point five percent).

For every full degree above 97.00 degrees to and including 98.00 degrees, add an additional 2.25% (two point two five percent).

For every full degree above 98.00 degrees to and including 99.00 degrees, add an

additional 1.20% (one point two percent).

Fractions of degree shall be calculated in the same proportions.

2525 Ponce De Leon Blvd, Suite 1200, Coral Gables Miami FL 33134 Telephone: 786-279-7320 Facsimile: 786-279-7324

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E D & F Man Sugar Inc. Contract No. P01688.000 (continued)

ORIGINAL RETAIN FOR RECORDS

Documents:

(1) A complete set of signed clean 'on board' Bills of Lading drawn "TO ORDER",

"BLANK ENDORSED"

(2) A complete set of non-negotiable 'on board' Bills of Lading

(3) Certificate of Weight and Quality Plus 5 copies

(4) Certificate of Origin Plus 5 copies

(5) Certificate of Quota Eligitability Plus 5 copies(6) Seller's signed commercial invoice Plus 5 copies

Discharge/ Loading: 4,000 MT calculated on grosss weight provided vessel can receive at this rate, per weather working day of 24 consecutive hours, SASHEX EIU. All other terms, conditions, and exceptions as per the unamended Sugar Charter Party 1999.

Demurrage/Despatch rate as per relevant Charter Party.

Force Majeure: The performance of this contract is subject to Force Majeure as defined by the Rules of Domino Terms as fully as if the same has been expressly inserted herein whether or not either or both of the parties are members of the association.

Rules & Arbitration:

This contract is subject to the rules of Domino Terms as fully as if the same had been expressly inserted herein, whether or not either or both the parties to it are

members of the Association.

All disputes arising out of or in connection with this contract shall be referred to the council of Domino Terms for settlement in accordance with the rules relating to arbitration. This contract shall be governed and construed in accordance with United States Law.

Other:

The provisions of the United Nations Convention on Contracts for the International Sale of Goods, of 1980, do not apply to this contract.

The parties agree that neither this Contract nor the performance of this contract by the parties will violate the regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) including, but not limited to, the Foreign Assets Control Regulations and the Cuban Assets Control Regulations (31 C.F.R. Part 515).

The Seller:

The Buyer:
Signed for and on behalf of

Signed for and on behalf of CANE INTERNATIONAL CORP. LTD. -B.V.I.

By its duly authorised representative

E.D. Man Sugar Inc

By its only authorised representative

ORIGINAL ORIGINAL

ED&F MAN ED&FMAN SUGAR INC.

CANE INTERNATIONAL CORP. LTD. -B.V.I. ABBOTT BUILDING - 2ND FLOOR ROAD TOWN TORTOLA, BVI

Friday, January 11, 2008

Letter of Addendum - Purchase Contract No. P01688.000

By mutual consent between Buyer and Seller, this contract is amended as follows:-

- The quantity was increased by 735.93 MT.
- The new quantity is 25,209.99 MT = 496 lots against March Nº 14

All above mentioned terms and conditions supersede all previous agreements.

All other terms and conditions remain unchanged.

The Seller:

Signed for and on behalf of CANE INTERNATIONAL CORP. LTD. -B.V.I.

By its duly authorised representative

The Buyer:

Signed for and on behalf of

By its duly approrised representative

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